

STATE OF VERMONT  
PUBLIC SERVICE BOARD

2011 SEP 27 PM 3:40

Amended Joint Petition of Central Vermont )  
Public Service Corporation, Danaus Vermont )  
Corp., Gaz Métro Limited Partnership, Gaz )  
Métro inc., Northern New England Energy )  
Corporation for itself and as agent for Gaz Métro )  
Limited Partnership's parents, Green Mountain )  
Power Corporation and Vermont Low Income )  
Trust for Electricity, Inc. for approval of: (1) the )  
merger of Danaus into and with Central )  
Vermont, (2) the acquisition by Northern New )  
England of the common stock of Central )  
Vermont, (3) the amendment to Central )  
Vermont's Articles of Association, (4) the )  
merger of Central Vermont into and with Green )  
Mountain, and (5) the acquisition by VLITE of a )  
controlling interest in Vermont Electric Power )  
Company, Inc. )

Docket No. 7770

**PROTECTIVE AGREEMENT**

THIS AGREEMENT is dated as of September 27, 2011 and is by and among Central Vermont Public Service Corporation ("CVPS" or "Central Vermont"), Danaus Vermont Corp. ("Danaus"), Northern New England Energy Corporation ("NNEEC"), for itself and as agent for the direct and indirect upstream parents of Gaz Métro Limited Partnership ("Gaz Métro"), Gaz Métro, Gaz Métro inc. ("GMI"), Green Mountain Power Corporation ("GMP" or "Green Mountain Power"), and Vermont Low Income Trust for Electricity, Inc. ("VLITE") (each referred to individually as a "Petitioner" and collectively, as the "Petitioners"), the State of Vermont Department of Public Service (the "Department" or "DPS") and certain other below-signed parties, the names of which are set forth on the signature pages and approved schedules to this Agreement (Petitioners, the Department and each other party will be sometimes referenced herein, where the context requires, as a "Party" and collectively as the "Parties");

WHEREAS, the Parties desire to cooperate in the provision of information relevant to the issues that may be litigated in the above-captioned docket before the Vermont Public Service Board ("Board") regarding the Petition requesting Board approval of (1) the acquisition by NNEEC of a controlling interest in Central Vermont and the merger of Danaus into and with Central Vermont, with Central Vermont as the surviving company; (2) the amendment to Central Vermont's Articles of Association; (3) the indirect acquisition by NNEEC of a controlling interest in Vermont Yankee Nuclear Power Corporation ("VYNPC"), Vermont Electric Power Company, Inc. ("VELCO"), Vermont Transco LLC ("Transco") and Vermont Electric Transmission Company, Inc. ("VETCO," and together with VELCO and Transco, the "VELCO Companies"); (4) the transfer to VLITE of an ownership interest of approximately 33% of the VELCO Class B voting common stock and approximately 31.7% of the VELCO Class C non-voting common stock by CVPS to VLITE; and (5) the merger of Central Vermont into and with Green Mountain Power, with Green Mountain Power as the surviving company;

WHEREAS, Petitioners have information pertinent to the above-captioned docket that they have been, or may be, asked to provide to the Department or to the Parties, which Petitioners believe could result in financial and/or competitive harm to Petitioners if they are required to disclose such information to the public, and which information Petitioners believe to be proprietary, privileged, confidential or in the nature of a trade secret (which information is referenced herein as "Allegedly Confidential Information" and is specifically described on Schedule I hereto, which Schedule may be amended only in accordance with the terms of this Agreement);

WHEREAS, Petitioners desire to disclose Allegedly Confidential Information only to Parties that have executed Schedule IIa or Schedule IIb, as appropriate, to this Agreement or, in certain situations, only to the Board or to the Department for review in accordance with this Agreement; and

WHEREAS, the Parties have agreed to the procedures established in this Agreement for the disclosure of Allegedly Confidential Information to the Parties, the Department, and/or the Board and to provisions for holding such Allegedly Confidential Information in confidence;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. If Petitioners seeks to place information under this protective agreement, they shall file an averment, as described in paragraph 2 of the protective order, which is attached as Schedule IV to this Agreement, with the Department. If the Department agrees to treat specific information to be provided by Petitioners in the above-captioned docket as Allegedly Confidential Information, Petitioners will submit to the Board and all Parties a copy of Schedule I, as from time to time revised in accordance with the terms of this Agreement, identifying each such item of Allegedly Confidential Information and signed or initialed by the Department to evidence its agreement to treat such item as Allegedly Confidential Information. This Agreement applies only to that information that Petitioners and the Department agree will be treated as Allegedly Confidential information listed on Schedule I. Schedule I may be amended only by agreement of Petitioners and the Department. Upon agreement of the Department to Schedule I or an amendment thereto, the Party seeking to place information under this protective

agreement shall file the same averment, previously filed with the Department, with the Board as required by the protective order which is attached as Schedule IV to this Agreement. If the Department does not agree to treat specific information to be provided by Petitioners as Allegedly Confidential Information, Petitioners may request a hearing before the Board by seeking a protective order as provided under V.R.C.P. 26(c). Petitioners shall file their request in writing with the Board and Parties within seven (7) business days of its receipt of a denial by the Department that such information can be treated as Allegedly Confidential Information under this Agreement. During the seven-day period, the information shall be treated as Allegedly Confidential Information under this Agreement. If Petitioners file a timely request with the Board and the Parties, the information shall be treated in accord with Paragraph 14 of this Agreement.

2. The Department may obtain Allegedly Confidential Information by submitting to the Parties' counsel the Schedule IIa attached hereto, which incorporates by reference this Protective Agreement. If such a request is made for Allegedly Confidential Information, Petitioners, through their counsel, will provide one copy of their Allegedly Confidential Information to the Department or otherwise make such Allegedly Confidential Information available. The Department will afford access to the Allegedly Confidential Information only to its employees and consultants who have executed Schedule IIa and returned the executed Schedule IIa to the Parties' counsel. The Department shall make only one copy of any Allegedly Confidential Information for each individual who has executed Schedule IIa, except as otherwise provided in Paragraph 4 hereof.

3. A Party other than the Department may obtain Allegedly Confidential Information by submitting to the Parties' counsel, as the case may be, the Protective Agreement attached hereto as Schedule IIb and its request by Schedule III hereto. If such a request is made for Allegedly Confidential Information, Petitioners, through their respective counsel, will provide one copy of the Allegedly Confidential Information to such Party, or otherwise will make such Allegedly Confidential Information available to such Party, except those documents or portions thereof excised based on legal objection and duly noted by counsel for Petitioners, including, but not limited to, objections based on relevance, privilege, or discovery that is burdensome, cumulative or requires disclosure of confidential commercial information or trade secrets. Each such Party will afford access to the Allegedly Confidential Information only to such employees, consultants and other representatives who have executed Schedule IIb and are named in Schedule III to this Agreement and returned the executed Schedule IIb to Petitioners' counsel. A Party shall make only one copy of any Allegedly Confidential Information for each individual who has executed Schedule IIb, except as otherwise provided in Paragraph 4 hereof.

4. Documents containing or incorporating Allegedly Confidential Information to be offered in evidence under seal may be copied as necessary for that purpose. The Parties' counsel, personnel and consultants, who have agreed in writing to be bound by this Agreement, may take notes regarding such Allegedly Confidential Information, but only as necessary for preparation for proceedings in the above-captioned docket. Such notes shall be treated the same as the Allegedly Confidential Information from which the notes were taken and shall not be used for any purpose other than as specified herein.

5. No Party that has executed this Agreement, and no person representing such Party, that is afforded access to the Allegedly Confidential Information shall use the Allegedly Confidential Information for any purpose other than the purpose of preparation for and conduct of this docket, including appeals of any order or ruling therein, and then solely as contemplated herein. Each such Party, and each such representative person, shall keep the Allegedly Confidential Information secure and shall not disclose it or afford access to it to any person not authorized by this Agreement to receive same. Nothing in this Agreement precludes the Department from using Allegedly Confidential Information obtained hereunder either to seek a Board investigation (provided that the Department continues to treat such Allegedly Confidential Information as confidential pursuant to the protective terms of this Agreement) or request that the Allegedly Confidential Information or similar information be provided by Petitioners in any other context.

6. Should the Department or any other Party receive any subpoena, or any request pursuant to any Vermont law regarding access to public records, for any document or information received from Petitioners pursuant to this Agreement, the Department or such other Party promptly shall notify the counsel or other representative of Petitioners, as the case may be, of the pendency of such subpoena or other request, and shall abide by the terms and conditions of this Agreement unless and until ordered otherwise by a court or administrative body of competent jurisdiction. Nothing in this Agreement shall limit or waive in any manner any rights that Petitioners may have under applicable law to seek protection against disclosure pursuant to a subpoena, a request for access to public records, or any other request for information.

7. If a Party wishes to prefile any testimony or exhibits that include or otherwise disclose Allegedly Confidential Information, that Party must give five-business days' advance notice to counsel for the Party that designated the information as allegedly confidential. Any Party may move the Board for an order that the testimony or exhibits be filed under seal or under other conditions to prevent unnecessary disclosure.

a. If such motion is filed within the five-business day advance notice period, the proponent of the testimony and exhibits shall place them in a sealed record by filing such documents in sealed envelopes or other appropriate sealed containers on which shall be endorsed the caption and docket number of the proceeding, the nature of the contents (exhibit, report, etc.) and a statement that it shall not be opened or released from custody of the Clerk of the Board, except by Order of the Board or Hearing Officer. Notwithstanding such a statement, the members of the Board, and any employee or consultant specifically authorized by the Board to assist the Board in this proceeding and any Hearing Officer appointed to this Docket, may have access to such sealed Allegedly Confidential Information, but shall not disclose the contents of any such sealed information to any person who has not agreed to be bound by the Protective Agreement. The Board or Hearing Officer will then determine whether the proffered evidence should continue to be treated as confidential information and, if so, what protection, if any, may be afforded to such information.

b. If no such motion is filed by the end of the five-business day advance notice period, the testimony and exhibits may be filed as a document available for public access.

8. At any hearing or conference in this proceeding, no witness may be questioned with respect to any Allegedly Confidential Information, unless examining counsel has provided

advance notice to counsel for any party or other person that designated the information as allegedly confidential. To the extent possible, such notice shall be given prior to the commencement of the hearing or conference. Any party may move the Board for an order that the testimony be received in camera or under other conditions to prevent unnecessary disclosure. If such motion is made, the Board or Hearing Officer will then determine whether the testimony should be received in camera or subject to other protection.

9. Petitioners may make written requests to the Department or other Party for the return of Allegedly Confidential Information. Such requests shall be made within sixty (60) days after final decision, order or judgment in this docket, unless appeal from such decision, order or judgment is taken, in which case the request shall be made within sixty (60) days after the conclusion of the appeal and any remand or further appeal therefrom. Within sixty (60) days of such a request by Petitioners, the Department or other Party shall: (a) return the Allegedly Confidential Information supplied by the Petitioners to their respective counsel, except for those portions of the Allegedly Confidential Information which have been made public; (b) cause its employees and consultants to destroy any notes taken concerning, or any documents or information in any form incorporating, Allegedly Confidential Information which has not been made public, and (c) advise Petitioners in writing that the requirements of this paragraph have been met. Notwithstanding the foregoing, nothing in this paragraph shall require the Department to destroy notes, documents, or information in violation of statute.

10. No signatory hereto shall assign to any other person its rights or obligations hereunder, and any such assignment by any signatory of the rights and obligations hereunder shall be null and void.



11. An individual's access to Allegedly Confidential Information ceases upon termination of employment with a Party, and any individual who terminates employment with a Party who has executed this Agreement or Schedule IIa or Schedule IIb shall continue to be bound by its terms.

12. This Agreement is made under and shall be governed by the laws of the State of Vermont.

13. This Agreement shall in no way be deemed to constitute any waiver of the rights of any Party to the above-captioned docket. The foregoing provisions of this Agreement notwithstanding, any Party to the above-captioned docket may at any time, to the full extent allowable by applicable law, contest any assertion or appeal any finding that specific information is or should be Allegedly Confidential Information or that it should or should not be subject to the protective requirements of this Agreement. The Parties hereto retain the right to question, challenge and object to the admissibility of any and all Allegedly Confidential Information furnished by Petitioners under this Agreement on any available grounds, including, but not limited to, competency, relevancy and materiality. Any Party may at any time seek by appropriate pleading to have Allegedly Confidential Information submitted under this Agreement, or under protective order issued by the Board or Hearing Officer pursuant to this Agreement, removed from the coverage of this Agreement or the order.

14. In the event that the Board or a Hearing Officer in the above-captioned docket should rule that any information is not appropriate for inclusion in a sealed record, or should be disclosed to a Party where Petitioners objects to such disclosure under Paragraph 3 of this Agreement, the Parties agree that, at the request or upon the motion of Petitioners seeking

protection of such information from disclosure, such information will not be disclosed until the later of five business days after the Board or Hearing Officer so orders, or, if Petitioners file an interlocutory appeal or requests a stay of such order, the date upon which such appeal or request is decided; provided, however, that such period of time may be extended in accordance with any stay ordered by the Board or a reviewing court.

15. The Parties promptly will submit to the Board a proposed Protective Order in the form attached hereto as Schedule IV that, if adopted, will set forth the procedure for treating Allegedly Confidential Information in a sealed record.

16. Each Party warrants that it will act in good faith and will not do anything to deprive any other Party of the benefit of this Agreement.

17. This Agreement may be amended or modified only by a written document signed by the Parties hereto.

18. The Parties have entered into this Agreement to expedite the production of information, minimize the time spent in discovery disputes, and facilitate the progress of this investigation to the fullest extent possible. Entry into this Agreement shall not be construed as an admission by any Party regarding the scope of the Party's statutory right to information, nor shall it be construed as a waiver of the right to raise any and all appropriate confidentiality issues in future dockets.

19. Information that is designated by Petitioners as Allegedly Confidential Information pursuant to this Agreement that a Party also obtains independent of this Agreement is not subject to this Agreement.

20. Petitioners shall not seek the disqualification of any Department employee, consultant, or other representative as to any authorized Department activity on the grounds that such person reviewed information provided hereunder.

CENTRAL VERMONT PUBLIC SERVICE  
CORPORATION

By its attorneys, Downs Rachlin Martin PLLC

By: \_\_\_\_\_

John H. Marshall, Esq.  
Kimberly K. Hayden, Esq.

20. Petitioners shall not seek the disqualification of any Department employee, consultant, or other representative as to any authorized Department activity on the grounds that such person reviewed information provided hereunder.

CENTRAL VERMONT PUBLIC SERVICE  
CORPORATION

By its attorneys, Downs Rachlin Martin PLLC

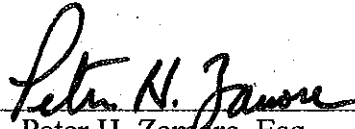
By: \_\_\_\_\_

John N. Marshall, Esq.

Kimberly K. Hayden, Esq.


NORTHERN NEW ENGLAND ENERGY  
CORPORATION, for itself and as agent for Gaz Métro  
Limited Partnership's parents, GAZ MÉTRO LIMITED  
PARTNERSHIP, GAZ MÉTRO INC., DANAUS  
VERMONT CORP., GREEN MOUNTAIN POWER  
CORPORATION and VERMONT LOW INCOME  
TRUST FOR ELECTRICITY, INC.

By their attorneys, Sheehey Furlong & Behm P.C.

By:   
Peter H. Zamore, Esq.  
Benjamin Marks, Esq.  
Charlotte B. Ancel, Esq.

VERMONT DEPARTMENT OF PUBLIC SERVICE

By: \_\_\_\_\_

  
John Beling, Esq.  
Director for Public Advocacy

STATE OF VERMONT  
PUBLIC SERVICE BOARD

SCHEDULE I

Amended Joint Petition of Central Vermont )  
Public Service Corporation, Danaus Vermont )  
Corp., Gaz Métro Limited Partnership, Gaz )  
Métro inc., Northern New England Energy )  
Corporation for itself and as agent for Gaz Métro )  
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Company, Inc. )

Docket No. 7770

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**DOCUMENTS TO BE TREATED AS ALLEGEDLY**  
**CONFIDENTIAL INFORMATION**

- 1.
- 2.
- 3.

VERMONT PUBLIC SERVICE BOARD

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STATE OF VERMONT  
PUBLIC SERVICE BOARD

SCHEDULE IIa

Amended Joint Petition of Central Vermont )  
Public Service Corporation, Danaus Vermont )  
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Métro inc., Northern New England Energy )  
Corporation for itself and as agent for Gaz Métro )  
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Mountain, and (5) the acquisition by VLITE of a )  
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Company, Inc. )

Docket No. 7770

I, \_\_\_\_\_ (name), serve as

\_\_\_\_\_ (title or advisory capacity) to the Department  
of Public Service ("DPS") in the above-captioned proceeding before the State of Vermont Public  
Service Board. In connection with the work done for DPS, I request to be given access to certain  
Allegedly Confidential Information of \_\_\_\_\_ under a  
Protective Agreement, dated as of September 27, 2011, by and among the Petitioners, the DPS,  
and other Parties, as defined therein. A copy of that Protective Agreement has been delivered to  
me. I have read this Agreement and agree to comply with and be bound by its terms.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_



STATE OF VERMONT  
PUBLIC SERVICE BOARD

SCHEDULE IIb

Amended Joint Petition of Central Vermont )  
Public Service Corporation, Danaus Vermont )  
Corp., Gaz Métro Limited Partnership, Gaz )  
Métro inc., Northern New England Energy )  
Corporation for itself and as agent for Gaz Métro )  
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Vermont, (3) the amendment to Central )  
Vermont's Articles of Association, (4) the )  
merger of Central Vermont into and with Green )  
Mountain, and (5) the acquisition by VLITE of a )  
controlling interest in Vermont Electric Power )  
Company, Inc. )

Docket No. 7770

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I, \_\_\_\_\_ (name), serve as

\_\_\_\_\_ (title or advisory capacity) to

\_\_\_\_\_ (Party) in the above-

captioned proceeding before the State of Vermont Public Service Board. In connection with the

work done for \_\_\_\_\_ (Party), I request to

be given access to certain Allegedly Confidential Information of \_\_\_\_\_

under a Protective Agreement, dated as of September 27, 2011, by and among the Petitioners, the

Department of Public Service, and other Parties, as defined therein. A copy of that Protective

Agreement has been delivered to me. I have read this Agreement and agree to comply with and

be bound by its terms. I agree that this Schedule IIb does not authorize my access to the

Allegedly Confidential Information until it is executed, delivered to and approved by the counsel

for Petitioners.

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

Name:

Title:

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STATE OF VERMONT  
PUBLIC SERVICE BOARD

SCHEDULE III

Amended Joint Petition of Central Vermont )  
Public Service Corporation, Danaus Vermont )  
Corp., Gaz Métro Limited Partnership, Gaz )  
Métro inc., Northern New England Energy )  
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controlling interest in Vermont Electric Power )  
Company, Inc. )

Docket No. 7770

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The undersigned Party hereby requests that the Allegedly Confidential Information described below be furnished pursuant to the Protective Agreement, dated as of September 27, 2011, by and among Petitioners, the Department of Public Service, and other Parties, as defined therein, to the following person on behalf of \_\_\_\_\_  
(Party):

Name:

Address:

Title:

Description of Employment Responsibilities:  
(or Advisory Responsibilities to Party)

Description of Allegedly Confidential Information to be  
Provided: (attach description as Schedule A if more room is necessary)

Such person has read the Protective Agreement, executed the form designated as Schedule IIa or IIb to that Agreement, and agrees that Schedule IIa or IIb does not authorize his/her access to the Allegedly Confidential Information until it is executed, delivered to and approved by the Company.

PARTY: \_\_\_\_\_

Dated: \_\_\_\_\_ Signature: \_\_\_\_\_

**Name:**

**Title:**

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STATE OF VERMONT  
PUBLIC SERVICE BOARD

SCHEDULE IV

Amended Joint Petition of Central Vermont )  
Public Service Corporation, Danaus Vermont )  
Corp., Gaz Métro Limited Partnership, Gaz )  
Métro inc., Northern New England Energy )  
Corporation for itself and as agent for Gaz Métro )  
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Company, Inc. )

Docket No. 7770

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**PROPOSED PROCEDURAL ORDER RE: PROTECTIVE AGREEMENT**

Central Vermont Public Service Corporation ("CVPS" or "Central Vermont"), Danaus Vermont Corp. ("Danaus"), Northern New England Energy Corporation ("NNEEC"), for itself and as agent for the direct and indirect upstream parents of Gaz Métro Limited Partnership ("Gaz Métro"), Gaz Métro, Gaz Métro inc. ("GMi"), Green Mountain Power Corporation ("GMP" or "Green Mountain Power"), and Vermont Low Income Trust for Electricity, Inc. ("VLITE") (each referred to individually as a "Petitioner" and collectively, as the "Petitioners"), have information that they allege is of a confidential and proprietary nature and that they have been, or may be, asked to provide to the Public Service Board ("Board"), the Vermont Department of Public Service ("Department" or "DPS") and certain other parties, the names of which are set forth on the signature pages and approved schedules to the Protective Agreement, as defined

below (Petitioners, the DPS and each other party will be sometimes referenced herein, where the context requires, as a "Party" and collectively as the "Parties"). To preserve the confidentiality of that information while facilitating disclosure of information in this proceeding, the Parties have entered into a Protective Agreement, dated as of September 27, 2011, attached hereto (the "Protective Agreement"). Schedule I of the Protective Agreement, as may be amended in accordance with the terms of the Protective Agreement, describes information that Petitioners allege may result in financial or competitive harm to Petitioners, respectively, if disclosed on the public record (which information is stated as Schedule I, as amended from time to time, and is herein referenced as the "Allegedly Confidential Information").

Pursuant to that Protective Agreement and to preserve the confidentiality of Allegedly Confidential Information, Petitioners, the Department and such other parties that have executed the Protective Agreement request that the Board issue a Protective Order implementing the terms and procedures of the Protective Agreement.

The Board finds good cause to order implementation of the Protective Agreement and find that such Agreement is appropriate, useful and reasonable, but with the following clarification. Today's Protective Order shall govern only the protection of documents and information provided in disclosures and discovery. If a Party wishes to keep confidential any material that is proffered for inclusion in the evidentiary record, that Party must present a properly supported motion for protection of that material.

Therefore, IT IS HEREBY ORDERED that Allegedly Confidential Information provided by Petitioners pursuant to the Protective Agreement shall be treated in this proceeding as follows:

1. The Protective Agreement, filed with the Board on September 27, 2011, and attached hereto, is approved and adopted as part of this Order.

2. For each document or information response that a Petitioner wishes to treat as Allegedly Confidential Information, each such Petitioner must submit a detailed, document-specific (or information-specific) averment of the basis for such treatment, which addresses the following, to the extent that a Petitioner relies upon that factor as the basis for an assertion of confidentiality:

- a. Identification of the specific document or information for which confidential treatment is sought;
- b. Explanation of the degree to which the document or information contains a trade secret or other commercially sensitive information, or is privileged;
- c. For documents and information alleged to contain trade secrets or other commercially sensitive information,
  - i. the extent the information is known outside the Petitioner,
  - ii. the extent the information is known by employees and independent contractors,
  - iii. the measures taken to guard secrecy,
  - iv. the value of the information to the Petitioner and competitors,
  - v. the amount of effort or money used to develop the information,
  - vi. the ease or difficulty of others in acquiring or duplicating the information, and
  - vii. an explanation of how disclosure of the information could result in cognizable harm sufficient to warrant a protective order;
- d. Justification of the period during which Petitioner asserts that material should not be available for public disclosure;
- e. Explanation of whether partial disclosure, or disclosure of redacted versions, can adequately protect the Allegedly Confidential Information; and

f. Any other information that the party seeking confidential treatment believes may be useful in assessing whether the document or information should remain confidential.

3. If a party wishes to prefile any testimony or exhibits that include or otherwise disclose Allegedly Confidential Information, that party must give five-business days' advance notice to counsel for the party or other person that designated the information as Allegedly Confidential. Any party may move the Board for an order that the testimony or exhibits be filed under seal or under other conditions to prevent unnecessary disclosure.

a. If such motion is filed within the five-business days' advance notice period, the proponent of the testimony and exhibits shall place them in a sealed record by filing such documents in sealed envelopes or other appropriate sealed containers on which shall be endorsed the caption and docket number of the proceeding, the nature of the contents (exhibit, report, etc.) and a statement that it shall not be opened or released from custody of the Clerk of the Board except by order of the Board or Hearing Officer. Notwithstanding such a statement, the members of the Board, and any employee or consultant specifically authorized by the Board to assist the Board in this proceeding and any Hearing Officer appointed to this Docket, may have access to such sealed Allegedly Confidential Information, but shall not disclose the contents of any such sealed information to any person who has not agreed to be bound by the Protective Agreement. The Board will then determine whether the proffered evidence should continue to be treated as confidential information and, if so, what protection, if any, may be afforded to such information.

b. If no such motion is filed by the end of the five-business days' advance notice period, the testimony and exhibits may be filed as a document available for public access.



4. At any hearing or conference in this proceeding, no witness may be questioned with respect to any Allegedly Confidential Information unless examining counsel has provided advance notice to counsel for any party or other person that designated the information as allegedly confidential. To the extent possible, such notice shall be given prior to the commencement of the hearing or conference. Any party may move the Board for an order that the testimony be received in camera or under other conditions to prevent unnecessary disclosure. If such motion is made, the Board will then determine whether the testimony should be received in camera or subject to other protection.

5. Upon receipt of an executed Protective Agreement signature form, that is, either Schedule IIa or IIb to the Protective Agreement, counsel for each Petitioner shall forward one copy of the form to the Clerk of the Board.

6. All documents filed with the Board that are subject to the Protective Agreement as Allegedly Confidential Information and any documents that discuss or reveal documents that constitute Allegedly Confidential Information shall be placed in a sealed record by filing such information in sealed envelopes or other appropriate sealed containers on which shall be endorsed the caption and docket number of the proceeding, the nature of the contents (discovery response, report, etc.) and a statement that it shall not be opened or released from custody of the Clerk of the Board except by order of the Board. Notwithstanding such a statement, the members of the Board, and any employee or consultant specifically authorized by the Board to assist the Board in this proceeding and any Hearing Officer appointed to this Docket, may have access to such sealed Allegedly Confidential Information, but shall not disclose the contents of any such sealed information to any person who has not agreed to be bound by the Protective Agreement.

7. The Board will retain jurisdiction to make such amendments, modifications and additions to this Order as it may, from time to time, deem appropriate, including any such amendments, modifications or additions resulting from a motion made pursuant to the Protective Agreement. Any party or other person may apply to the Board for an amendment, modification or addition of this Order.

8. The Board cautions the parties that there must be a good-faith basis for all claims of confidentiality. Claims without such a basis may result in sanctions against the party making the unfounded claim. A party's public disclosure of information that it has designated as Allegedly Confidential may indicate that the party lacked a good-faith basis for that designation.

SO ORDERED.

Dated at Montpelier, Vermont, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ )  
\_\_\_\_\_) PUBLIC SERVICE  
\_\_\_\_\_) BOARD  
\_\_\_\_\_) OF VERMONT  
\_\_\_\_\_)

OFFICE OF THE CLERK

Filed:

Attest: \_\_\_\_\_  
Clerk of the Board

NOTICE TO READERS: This decision is subject to revision of technical errors. Readers are requested to notify the Clerk of the Board of any technical errors, in order that any necessary corrections may be made. Appeal of this decision to the Supreme Court of Vermont must be filed with the Clerk of the Board within thirty days. Appeal will not stay the effect of this Order, absent further Order by this Board or appropriate action by the Supreme Court of Vermont. Motions for reconsideration or stay, if any, must be filed with the Clerk of the Board within ten days of the date of this decision and order.